


**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
NFL Enterprises LLC,)	MB Docket No. 08-214
Complainant)	
v.)	File No. CSR-7876-P
Comcast Cable Communications, LLC,)	
Defendant)	
)	

**NFL ENTERPRISES LLC'S
DOCUMENT REQUESTS**

PLEASE TAKE NOTICE that, pursuant to the *Procedural and Hearing Order*, FCC 08M-50, MB Docket No. 08-214 (rel. Dec. 2, 2008), Complainant NFL Enterprises LLC hereby requests that Defendant Comcast Cable Communications, LLC provide a written response and produce the documents described in Schedule A, attached, in accordance with the Definitions and Instructions contained in Schedule B, attached. The written response shall be delivered and the responsive documents produced at the offices of Covington & Burling LLP, 1201 Pennsylvania Avenue, N.W., Washington, D.C. 20004, on a rolling basis beginning no later than December 22, 2008, with all documents to be produced before a date to be agreed upon by the parties.


Jonathan D. Blake
Gregg H. Levy
James M. Garland
Robert M. Sherman
Leah E. Pogoriler
COVINGTON & BURLING LLP
1201 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2401
(202) 662-6000

Counsel for NFL Enterprises LLC

December 5, 2008

TO:

David H. Solomon
L. Andrew Tollin
Wilkinson Barker Knauer, LLP
2300 N Street, NW, Suite 700
Washington, D.C. 20037

James L. Casserly
Michael H. Hammer
Willkie Farr & Gallagher LLP
1875 K Street, N.W.
Washington, D.C. 20006

Michael P. Carroll
David B. Toscano
Davis Polk & Wardwell
450 Lexington Avenue
New York, NY 10017

Counsel to Comcast Cable Communications, LLC

Schedule A
DOCUMENT REQUESTS

1. All agreements and draft agreements concerning any MVPD's carriage of any of the Affiliated Networks.
2. All documents reflecting your analysis of the NFL Network, its target audiences, value proposition, advertisers, programming, content, or ratings, including but not limited to comparisons of the NFL Network to any of the Affiliated Networks.
3. All agreements and draft agreements concerning your investment in, or your receipt of any equity or financial interest in, or your receipt of any direct or indirect value from the former or original owner of, any program service (including non-sports program services) carried on one or more of your cable systems.
4. All agreements and draft agreements concerning your receipt of any payment, preferential arrangements, any other consideration or anything else of value, tangible or intangible (including programming concessions on other services), in connection with your carriage of any independent sports network on any tier or package other than the Sports Entertainment Package tier.
5. All documents concerning your decisions regarding the tier or package placement on your cable systems of the NFL Network or any of the Affiliated Networks.
6. Documents sufficient to determine the effect of the tier placement of the NFL Network on the advertising revenues of any Affiliated Network, including advertising sold by the network or by any MVPD or its affiliate or subsidiary (including Comcast Spotlight), and any projections, reports, analyses, or other documents addressing such effect.
7. Documents reflecting any bid, or an analysis of any bid, by an Affiliated Network for programming for which the NFL Network was a competing bidder (other than the eight-game package) after January 1, 2006, including but not limited to documents reflecting projections (including ratings, advertising sales, and subscriber fee increases), analyses of potential competing bidders (including NFL Enterprises LLC or its affiliates), and draft and final agreements for acquisition of such programming.
8. Documents sufficient to identify, for each month of the relevant period, the number of your subscribers nationwide, the tiers or packages on which the NFL Network and the Affiliated Networks were carried, and the number of subscribers to each such tier or package (e.g., reports provided to programmers pursuant to carriage agreements that require this information).
9. Documents sufficient to identify, for your ten largest cable systems by number of subscribers, for each month of the relevant period, the direct and indirect fees charged to subscribers to your second-most highly penetrated digital tier and the fees charged to subscribers to your Sports Entertainment Package tier (and any other tier or package that substantially includes program services included in the Sports Entertainment Package tier).

Schedule B
DEFINITIONS AND INSTRUCTIONS¹

1. “Affiliated Networks” means Versus and the Golf Channel, their predecessors (including the “Outdoor Life Network”) and successors, any affiliated, related, or co-branded program services (including video-on-demand and other linear and non-linear program services), and any other program services in which Comcast holds a financial interest that compete with the NFL Network.
2. “Agreement” means any contract, partnership agreement, joint venture agreement, cooperation agreement, letter agreement, memorandum of understanding, or other contractual arrangement or non-contractual understanding, whether formal or informal and whether bilateral or multilateral.
3. “Analysis” means any study, evaluation, examination, investigation, assessment, presentation, discussion, appraisal, estimation, consideration, opinion, or prediction, whether formal or informal and whether shared with anyone other than the author or not.
4. “Comcast,” “You,” and “Your” mean Comcast Corp., Comcast Cable Communications, LLC, Comcast Cable Enterprises, LLC, the entities that operate the Affiliated Networks, and all of their present or former partners, directors, officers, employees, agents, attorneys, servants, parents, subsidiaries, affiliates and any other person or entity acting on their behalf or for their benefit.
5. “Concerning” means referring to, relating to, regarding, constituting, describing, discussing, analyzing, or evidencing.
6. “Document” means anything that contains information and which is in Your possession, custody or control. For purposes of these requests, the term “Document” has the broadest meaning permissible and includes, without limitation, emails, papers (whether handwritten or typed), memoranda, correspondence, notes, calendar entries, diaries, photographs, presentations, reports, receipts, invoices, ledger entries, microfilm, microfiche, and computer printouts, cards, tape recordings, disks, and other sources of electronically or magnetically maintained information. A Draft or non-identical copy is a separate document within the meaning of this term.
7. “Draft” means any earlier, preliminary, preparatory or tentative version of all or part of a Document, whether or not such Draft was superseded by a later Draft and whether or not the terms of the Draft are the same as or different from the terms of the final Document.
8. “Eight-Game Package” means the package of eight live National Football League games that the NFL Network carried beginning in the 2006-2007 football season and the package of eight live National Football League games that you sought to license for an Affiliated Network in December 2005.

¹ The definitions apply regardless of whether the defined term is capitalized in a request.

9. "Independent Sports Network" means any program service in which no MVPD holds a financial interest and that provides substantial programming relating to sporting events.
10. "Indirect Fees" mean any fees charged in connection with a subscriber's decision to subscribe to a particular tier, including but not limited to the cost to purchase any tiers of service that are required for the subscriber to be eligible to subscribe to the chosen tier.
11. "NFL Network" means the program service known as the NFL Network that you carry on your cable systems pursuant to the August 11, 2004 letter agreement between you and NFL Enterprises LLC, any non-linear content (including video on demand content) associated with that program service, and any content that is, was, or was at any time contemplated to be included in that program service's schedule.
12. "Multichannel Video Programming Distributor" and "MVPD" have the meaning described in 47 U.S.C. § 522(13). For the avoidance of doubt, all Comcast entities that qualify as MVPDs under 47 U.S.C. § 522(13) are included.
13. "Person" means any natural person, including (a) an employee or former employee, (b) any business entity including corporations, partnerships, proprietorships, groups, associations, or organizations, (c) any governmental entity and any department, agency, bureau, or other subdivision thereof, and (d) any agent or former agent of any of the foregoing.
14. "Value Proposition" means the term "value proposition," as that term is used in your Answer in this proceeding and in exhibits thereto.
15. Unless otherwise specifically set forth herein, this document request calls for the production of all documents in your possession, custody, or control that were authored, compiled, generated, possessed, prepared, read, received, recorded, referred to, reviewed, sent to or by, transmitted, utilized, or written by or on behalf of you, in the period commencing with January 1, 2004 and continuing through the date of your response. (This period is the "Relevant Period.")
16. The terms "and" and "or" shall be construed both disjunctively and conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope. The use of the singular form of any word includes the plural and vice versa.
17. "Including" shall be construed as "includes, without limitation" or "including, without limitation," so that each request shall be construed broadly, rather than narrowly, to bring within the scope of each request all responses that might otherwise be construed to be outside its scope.
18. In producing documents, all documents that are physically attached to each other shall be produced in that form. Documents that are segregated or separated from other documents, whether by inclusion in binders, files or sub-files, or by the use of dividers, tabs or any other method, shall be produced in that form. Documents shall be produced in the order in which they were maintained.

19. You are requested to promptly produce all responsive documents discovered, created, or that come into your possession at any time before the conclusion of this proceeding, regardless of whether the documents were included in your initial production.
20. If any document or any portion thereof responsive to any document request is withheld from production, including on the grounds of attorney-client privilege or the work-product doctrine, state: (a) the nature of the privilege or other basis for withholding the document, including information sufficient to evaluate the claim; (b) the type of document; (c) the general subject matter of the document; (d) the date of the document; and (e) such other information sufficient to identify the document, including, as appropriate, (i) the author of the document; (ii) the addressee(s) of the document and any other recipient(s) shown in the document; and (iii) when not apparent, the relationship of the author, addressee(s), and recipient(s) to each other. You shall supply this information at the same time you produce the documents responsive to these requests, or within a reasonable time thereafter.
21. If a document contains both privileged and non-privileged material, you shall disclose the non-privileged material to the fullest extent possible without thereby disclosing the privileged material. If a privilege is asserted with regard to part of the material contained in a document, you shall clearly indicate the portions for which the privilege is claimed.
22. If any document or any portion thereof responsive to any document request has been discarded, destroyed or redacted in whole or in part, state: (a) the date of the discard, destruction or redaction; (b) the reason for the discard, destruction or redaction; (c) the person who discarded, destroyed or redacted the document; and (d) if discarded or completely destroyed, the files where the document was maintained prior to its destruction.
23. If you object to any request below or any part thereof, you shall identify the request or part thereof to which you object, state with specificity all grounds for the objection, and respond to any portion of the request to which you do not object.
24. If you object to any request below on the grounds that the request is ambiguous, overly broad, or unduly burdensome, you shall produce documents responsive to that request as narrowed to the least extent necessary, in your judgment, to render that request not ambiguous, overly broad, or unduly burdensome, and you shall state specifically the extent to which you have narrowed that request for purposes of your response.

CERTIFICATE OF SERVICE

I, Robert M. Sherman, certify that on this 5th day of December, 2008, I caused a true and correct copy of the foregoing Document Requests to be served via electronic mail upon:

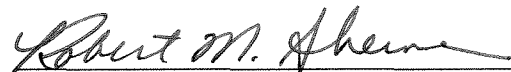
David H. Solomon
L. Andrew Tollin
Wilkinson Barker Knauer, LLP
2300 N Street, NW, Suite 700
Washington, D.C. 20037

James L. Casserly
Michael H. Hammer
Willkie Farr & Gallagher LLP
1875 K Street, N.W.
Washington, D.C. 20006

Michael P. Carroll
David B. Toscano
Davis Polk & Wardwell
450 Lexington Avenue
New York, NY 10017

Counsel to Comcast Cable Communications, LLC

Kris Anne Monteith
Hillary S. DeNigro
Gary Schonman
Elizabeth Mumaw
Enforcement Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554


Robert M. Sherman